



MISSOURI DEPARTMENT OF HEALTH AND  
SENIOR SERVICES

**INVITATION FOR PROPOSAL (IFP)**

**Amendment #1**

**Issue Date: May 6, 2004**

**IFP #0501**

**PROPOSAL MUST BE RECEIVED  
NO LATER THAN:**

Date: **June 16, 2004**

by

Time: **3:00 P.M.**

For more information contact:

Shalonda Graham

Buyer of Record, at (573) 526-3222

This document is a formal invitation for sealed proposals, including prices, from qualified individuals and organizations to furnish those services described herein. **OFFERORS PLEASE NOTE: Offers shall be submitted in a sealed envelope marked on the outside (in the lower left corner) with the following information: "PROPOSAL ENCLOSED- IFP # 0501". Offerors using commercial carrier services shall ensure that the outermost envelope or wrapper used for delivery is marked in this manner.**

**RETURN ORIGINAL AND 2 COPIES OF PROPOSALS TO:** Missouri Department of Health and Senior Services, Division of Administration, Bureau of Contracts and Procurement, on or before the time and date listed above. Faxed copies will not be accepted.

Contract Title: **Sexual Assault Victim Services**

Contract Period: **October 1, 2004 through September 30, 2005**

The provider shall state firm, fixed total amount requested.....\$\_\_\_\_\_

Certified Minority or Woman Owned Business: ☐ MBE ☐ WBE ☐ N/A

The offeror hereby agrees to provide services at the prices quoted, pursuant to the requirements of this document and further agrees that when this Invitation for Proposal is countersigned by an authorized official of the Missouri Department of Health and Senior Services, a binding contract, as defined herein, shall exist between the offeror and the Missouri Department of Health and Senior Services.

OFFEROR'S SIGNATURE:



OFFEROR'S PRINTED NAME:

ORGANIZATION:

DATE OF PROPOSAL:

ADDRESS:

TELEPHONE NO:

CITY, STATE, ZIP CODE:

FAX PHONE NO:

STATE VENDOR NO. (IF KNOWN):

FED. TAX I.D. NO:

**THIS SECTION FOR DEPARTMENT OF HEALTH AND SENIOR SERVICES USE ONLY**

FUND SOURCE

☐ STATE \_\_\_\_\_%

☒ FEDERAL 100%

CFDA NO.

93.991

CFDA TITLE:

Preventive Health and Health Services (PHHS) Block Grant

**NOTICE OF AWARD**

This bid is hereby accepted by the Missouri Department of Health and Senior Services.

Amount Awarded \$\_\_\_\_\_

RECOMMENDED FOR APPROVAL BY: (DIVISION / CENTER DIRECTOR SIGNATURE)



DATE:

CONTRACT NUMBER:

SIGNATURE OF MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES REPRESENTATIVE  
AUTHORIZED TO SIGN CONTRACT:



DATE:

MARK R. READING, DIRECTOR, DIVISION OF ADMINISTRATION

**AMENDMENT #001 TO IFP #0501**

**TITLE:** Sexual Assault Victim Services

**CONTRACT PERIOD:** October 1, 2004 through September 30, 2005

IFP #0501 IS HEREBY AMENDED AS FOLLOWS:

Prospective offerors are hereby notified of the following change:

**1. Closing Date:**

As Stated: Return bid no later than: May 26, 2004 at 3:00 p.m.

Change To: Return bid no later than: June 16, 2004 at 3:00 p.m.

**The bidder's signature on the final amendment of the subject IFP shall constitute acceptance by the bidder of all original terms and conditions, requirements and specifications, as modified by this and any previously issued amendments. The bidder should, as a matter of clarity and assurance, also sign and return all previously issued amendment(s) and the original document.**



MISSOURI DEPARTMENT OF HEALTH AND  
SENIOR SERVICES  
**INVITATION FOR PROPOSAL (IFP)**

**Issue Date: April 14, 2004**  
**IFP #0501**

**PROPOSAL MUST BE RECEIVED  
NO LATER THAN:**

Date: **May 26, 2004**

by  
Time: **3:00 P.M.**

For more information contact:  
Shalonda Graham  
Buyer of Record, at (573) 526-3222

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The provider shall state firm, fixed total amount requested.....\$\_\_\_\_\_

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OFFEROR'S SIGNATURE:



OFFEROR'S PRINTED NAME:

ORGANIZATION:

DATE OF PROPOSAL:

ADDRESS:

TELEPHONE NO:

CITY, STATE, ZIP CODE:

FAX PHONE NO:

STATE VENDOR NO. (IF KNOWN):

FED. TAX I.D. NO:

**THIS SECTION FOR DEPARTMENT OF HEALTH AND SENIOR SERVICES USE ONLY**

FUND SOURCE

☐ STATE \_\_\_\_\_ %  
☒ FEDERAL 100 %

CFDA NO.

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DATE:

CONTRACT NUMBER:

SIGNATURE OF MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES REPRESENTATIVE  
AUTHORIZED TO SIGN CONTRACT:



DATE:

MARK R. READING, DIRECTOR, DIVISION OF ADMINISTRATION

## **1.0 INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:** This document constitutes a request for competitive, sealed proposals for the provision of services to victims of sexual assault as set forth herein.

1.1.1 To be considered for an award, the Offeror must obtain an overall evaluation score of a minimum of seventy (70) points. The Department of Health and Senior Services (Department) reserves the right to award contracts to Offerors whose overall score may be less than seventy (70) in order to provide sexual assault victim services statewide.

### **1.2 Pre-Proposal Conference:**

No pre-proposal conference will be held.

### **1.3 Organization:** This document, referred to as an Invitation for Proposal (IFP), is divided into the following parts:

- 1.0 Introduction and General Information
- 2.0 Definitions
- 3.0 Performance Requirements
- 4.0 General Contractual Requirements and Offeror Requirements for MBE and WBE Participation
- 5.0 Proposal Submission Information
- 6.0 Pricing Page(s) and MBE/WBE Certification
- 7.0 Exhibits A – D and Attachments 1 – 4: The Offeror is advised that attachments exist to this document which provide additional information and instruction for the Offeror's reference.

### **1.4 Background Information:**

1.4.1 Fiscal Year 2005 federal funds awarded through the Centers for Disease Control (CDC) are used to support this sexual assault victim services program. Total funds available for the period of October 1, 2004 to September 30, 2005 are \$123,316 (could be more depending on whether or not FY 03 funds not expended can be added into this funding period).

1.4.2 In accordance with federal guidelines, awards will be made to rape crisis centers, state sexual assault coalitions, and other public and private nonprofit entities. Nonprofit agencies must have a 501 (c)(3) status to be eligible to receive funds. Complete Certification of IRS 501 (c)(3) Status (Exhibit D) and return with the proposal.

1.4.3 The goal of this contract is to provide victims of rape or sexual assault advocacy and community counseling support.

1.4.4 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Proposal.

### **1.5 Funding/Allowable Costs**

- 1.5.1 Contractor shall submit the Request for Reimbursement form and supporting documentation as set forth in paragraph 3.3.1 and 3.3.2 herein on a monthly basis. Contractor shall be reimbursed according to the firm, fixed price per unit of service quoted in the proposal following invoice approval by Department program staff.
- 1.5.2 Request for Reimbursement form and supporting documentation is to be submitted to the Department of Health and Senior Services by the fifteenth (15) day of the month following the month when services were actually provided.
- 1.5.3 Request for Reimbursement form and other data collection forms as set forth in paragraphs 3.3.1 and 3.3.2 herein, which are to be submitted as supporting documentation, will be provided to Contractors with the Notice of Award letter.

## 2.0 DEFINITIONS

### 2.1 General Definitions

- 2.1.1 Coercion – as defined by Section 455.010, RSMo, is compelling another by force or threat of force to engage in conduct from which the latter has a right to abstain or to abstain from conduct in which the person has a right to engage.
- 2.1.2 Domestic Violence – as defined by Section 455.200, RSMo, is attempting to cause or causing bodily injury to a family or household member, or placing a family or household member by threat of force in fear of imminent physical harm.
- 2.1.3 Harassment – as defined by Section 455.010, RSMo, is engaging in a purposeful or knowing course of conduct involving more than one incident that alarms or causes distress to another adult and serves no legitimate purpose. The course of conduct must be such as would cause a reasonable adult to suffer substantial emotional distress and must actually cause substantial emotional distress to the petitioner. Such conduct might include, but is not limited to:
  - a. Following another about in a public place or places;
  - b. Peering in the window or lingering outside the residence of another; but does not include constitutionally protected activity.
- 2.1.4 Stalking – as defined by Section 455.010, RSMo, is when an adult purposely and repeatedly harasses or follows with the intent of harassing another adult.
- 2.1.5 Sexual Assault – as defined by Section 455.010, RSMo, is causing or attempting to cause another to engage involuntarily in any sexual act by force, threat of force, or duress.
- 2.1.6 Victim – persons who have suffered harm, including physical or mental injury, emotional suffering, economic loss, or substantial impairment of their fundamental rights, through acts or omissions which are in violation of criminal laws regardless of whether the perpetrator is identified, apprehended, prosecuted or convicted and regardless of the familial relationship between the perpetrator and the victim. Victims shall also include the immediate family or dependents of the direct victim.

- 2.2 Definitions of Contract Services – All victim services provided and invoiced to the Department under the guidelines of this contract shall be specific to and have the primary presenting problem of sexual assault.

- 2.2.1 Individual Counseling – Contracted counseling service provided by appropriately licensed counseling professionals or persons under supervision for licensure, in compliance with the applicable state laws regarding licensure requirements for clinical social workers, professional counselors or psychologists. Contracted counseling services shall be provided on a one-to-one basis. See Section 3.2.1.
- 2.2.2 Support Group – If providing Support Groups, the Contractor shall provide structured interactive group sessions for victims of sexual assault. All support group topics must be related to the experience of sexual assault. See Section 3.2.2.
- 2.2.3 Face-To-Face Interaction – If providing face-to-face interaction, the Contractor shall provide supportive counseling by victim advocates and shall be provided to victims of sexual assault when the primary presenting problem is sexual assault. See Section 3.2.3.
- 2.2.4 Advocacy – This contracted service is provided by victim advocates. Advocates shall give support to victims in emergency rooms or other emergency health care facilities, at law enforcement agencies, court hearings or family service agencies. See Section 3.2.4.

### 3.0 PERFORMANCE REQUIREMENTS

**3.1 General Requirements:** The Contractor shall provide services to victims of sexual assault to include Individual Counseling, Support Groups, Face-to-Face Interaction, and/or Advocacy in accordance with the provisions and requirements set forth herein. The Contractor shall provide such services for the Department in one or more of the geographic regions specified in Attachment #1, as stated in the Notice of Award section of the contract.

- 3.1.1 The Contractor shall coordinate the sexual assault victim services with other services provided in the community (through community service organizations, local law enforcement, medical personnel, and/or the criminal justice system). The Contractor shall develop new programs or expand/enhance/complement existing services in order to more comprehensively address the needs of sexual assault victims.
  - a. If the Offeror is attempting to contract in multiple regions, the Offeror shall provide information to support that it has established community-networking interaction in each region bid.
    - i. The Offeror shall write the method of performance, which shall include: the problem(s), goals and objectives, methodology, program and service coordination specific for each region bid.
    - ii. The proposal shall be written in such a manner as to clearly distinguish each region bid and corresponding method of performance.
- 3.1.2 The Contractor shall assure that all personnel, including those of any subcontractor(s), are appropriately licensed or certified, as required by state, federal, or local law, statute, or regulation, respective to the service(s) provided. Upon request, the Contractor shall make documentation of such licensure or certification available to the Department.

- 3.1.3 The Contractor shall provide services in underserved racial, ethnic, and language minority communities. The Contractor shall also provide services in underserved groups such as the deaf or hard-of-hearing, the blind, and those with developmental delays or mental retardation.
- 3.1.4 The Contractor's services shall be designed to prevent future victimization and to alleviate the effects of past victimization.
- 3.1.5 If the Contractor provides domestic violence services in addition to the contracted services for victims of sexual assault, the Contractor shall maintain separate records for the two services in a manner sufficient to ensure that the Contractor does not invoice the Department for domestic violence services *that are not also sexual assault*.
- 3.1.6 Potential Offerors and Contractors are encouraged to attend training and/or conferences relating to the issue of sexual assault, including those sponsored by the Department.
- 3.1.7 Potential Offerors and Contractors are encouraged to be members of the Missouri State Coalition Against Sexual Assault.

### 3.2 Specific Requirements:

- 3.2.1 **Individual Counseling:** If providing Individual Counseling, the Contractor shall provide therapy for victims of sexual assault when the primary presenting problem is sexual assault. Individual counseling must be provided by appropriately licensed, counseling professionals or persons under supervision for licensure in compliance with the applicable licensure requirements of clinical social workers, professional counselors, or psychologists. All counseling sessions must be related to the victim's experience of sexual assault.
  - a. The Contractor shall understand and agree that each unit of service shall consist of 50 minutes of direct interaction with a participant. An additional 10 minutes may be included for indirect services. A total unit of service shall be 60 minutes.
    - i. As time allotments to provide sexual assault sessions vary, the Contractor shall agree and understand that the total number of minutes for the month invoiced shall be added together, divided by 60 and rounded down to the nearest whole unit.
- 3.2.2 **Support Groups:** If providing Support Groups, the Contractor shall provide structured interactive group sessions for victims of sexual assault. All support group topics must be related to the experience of sexual assault.
  - a. The Contractor shall understand and agree that each unit of service shall consist of 50 minutes of direct interaction with a group of participants. An additional 10 minutes may be included for indirect services. A total unit of service shall be 60 minutes. A unit of service is determined per group, not per group participant.
    - i. As time allotments to present sexual assault information vary, the Contractor shall agree and understand that the total number of

minutes for the month invoiced shall be added together, divided by 60 and rounded down to the nearest whole unit.

3.2.3 **Face-to-Face Interaction:** If providing face-to-face interaction, the Contractor shall provide supportive counseling by victim advocates and shall be provided to victims of sexual assault when the primary presenting problem is sexual assault.

a. The Contractor shall understand and agree that each unit of service shall consist of 50 minutes of direct interaction with a participant. An additional 10 minutes may be included for indirect services. A total unit of service shall be 60 minutes.

i. As time allotments to present sexual assault information vary, the Contractor shall agree and understand that the total number of minutes for the month invoiced shall be added together, divided by 60 and rounded down to the nearest whole unit.

3.2.4 **Advocacy:** If providing advocacy, the Contractor shall provide supportive services to victims of sexual assault by victim advocates in emergency rooms or other emergency health care facilities, at law enforcement agencies, court hearings or family service agencies.

a. The Contractor shall understand and agree that each unit of service shall consist of 50 minutes of direct interaction with a participant. An additional 10 minutes may be included for indirect services. A total unit of service shall be 60 minutes.

i. As time allotments to present sexual assault information vary, the Contractor shall agree and understand that the total number of minutes for the month invoiced shall be added together, divided by 60 and rounded down to the nearest whole unit.

3.2.5 The Contractor shall measure the effectiveness of all the sexual assault victim services in meeting the targeted outcomes (problems, goals, and objectives) specified in the Contractor's original proposal. The Contractor's evaluation method should be objective and include feedback from participants.

3.2.6 For each awarded service, the contractor shall provide no more than the maximum number of units stated on the Pricing Page. The Contractor shall be allowed to reallocate units of service between or among the different awarded services. However, the contractor must first submit a written request with justification to the Department for the reallocation of units and obtain the Department's prior approval for the reallocation.

### 3.3 Reporting Requirements:

3.3.1 By the 15<sup>th</sup> of the month following the month services are provided, the Contractor shall submit an activity report as supporting documentation of the sexual assault victim services provided during the previous month. The Contractor shall use the reporting forms provided by the Department with the Notice of Award. The activity reports shall be submitted with the Request for Reimbursement form and shall include the following information:



- a. Non-identifying demographic information such as age, race/ethnicity, gender, region where service was provided, and county of residence of the sexual assault victim.
- b. If services are provided to a victim who has experienced both domestic violence and sexual assault, only the sexual assault services shall be reflected on the activity report.

3.3.2 By the 15<sup>th</sup> of the month following the month services are provided, the Contractor shall submit a Client Numbers and Demographics Summary Form (See Attachment #2) to track monthly and year-to-date total number of victims receiving Sexual Assault Victim Services. The form shall be submitted with the Request for Reimbursement form.

- a. The Client Numbers and Demographics Summary Form shall include information primarily for the person to whom the service is provided or requested. This form shall only include information for those persons who received services based upon the contractual agreement between the Department and the Contractor. If only a portion of the demographics is known, include the known information on the form.
- b. The Contractor shall include client numbers and demographics for the current contract period only. Each contract period begins in October.

3.3.3 The Contractor shall keep and maintain copies of the activity report and the Client Numbers and Demographics Summary Form chronologically in a separate folder or binder until review by the Department during a contract monitoring visit. Identifying information should not be revealed on such records.

### **3.4 Payment and Invoicing Requirements:**

3.4.1 The Contractor shall submit a monthly invoice to the Department itemizing the number of units of each type of service provided during the previous month. The Contractor shall utilize the Request for Reimbursement form provided by the Department. The Request for Reimbursement form and all supporting documentation shall be submitted to the Department by the 15<sup>th</sup> of the month following the month in which the services were provided. The Contractor shall submit on the Request for Reimbursement form a uniquely identifiable invoice number for payment processing. Uniquely identifiable means the particular invoice or bill can be distinguished by invoice number from a previously submitted invoice or bill. Submit invoice to:

Missouri Department of Health and Senior Services  
Section of Maternal, Child and Family Health  
Family Health  
930 Wildwood Drive  
P.O. Box 570  
Jefferson City, MO 65102

3.4.2 Following the Department's approval of the invoice and all reports, the Contractor shall be paid for services actually provided in accordance with the applicable firm, fixed price per unit stated on the Pricing Page.

- a. In the event the Contractor renders services but fails to submit the required documentation and invoice, the Department shall not be obligated to make payment for such services.
- b. If the documentation submitted is not complete and does not support the amount of the monthly invoice, the Department shall not be obligated to make payment for such services and shall adjust the Contractor's payment accordingly.
- c. The Contractor may resubmit the missing information within 30 days and receive the withheld payment, provided the information is provided in full, as determined by the Department.
- d. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

- 3.4.3 If the Contractor is overpaid by the Department, the Contractor will issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

Missouri Department of Health and Senior Services  
 Division of Administration  
 Fee Receipts  
 P.O. Box 570  
 920 Wildwood Drive  
 Jefferson City, MO 65102-0570

- 3.4.4 The Contractor shall not impose charges on low-income participants. For purposes of this contract, "low income" means those persons who fall below 100% of the Federal Poverty Guidelines, published annually by the Department of Health and Human Services, which shall be included herein as if fully set out (See Attachment #4).
- a. If the Contractor imposes a charge for persons at or above 100% of the federal poverty level, the Contractor shall adjust the fee schedule to reflect income, resources, and family size of the participant. Further, the Contractor shall make the fee schedule available to the public and shall post the fee schedule where potential participants can view the fee schedule.
  - b. The Contractor shall utilize all program income exceeding expenses, whether generated from a contract activity or by contract payment, to provide additional units of sexual assault victim services. The Contractor shall not invoice nor be paid for such units of service.
- 3.4.5 The Contractor shall establish and/or maintain adequate internal financial controls to ensure that funds received from the Department as contract payments are utilized in a manner which will maximize the Contractor's contribution towards sexual assault victim services in the community.
- 3.4.6 Final invoice for the contract year is due within thirty (30) calendar days of contract termination. Invoices received after the thirty (30) calendar days will not be reimbursed unless pre-approved by the Department.

- 3.4.7 If a request by the Contractor for reimbursement is denied, the Department shall provide the Contractor with written notice of the reason(s) for denial.

### **3.5 Other Contractual Requirements:**

- 3.5.1 If State and/or Federal funds are not appropriated, continued, or available at a sufficient level, or in the event of a change in Federal or State law relevant to this contract, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon date of certified mailing, facsimile, or e-mail of written notice to the Contractor by the Department.
- 3.5.2 The Contractor shall agree and understand that contract monitoring by Department staff shall take place on a regular and as needed basis. Contract monitoring shall include, but not be limited to, on-site visits by Department personnel to review program compliance, invoicing, credentialing, and licensing. If such contract monitoring reveals an audit is warranted and if requested by the Department, the Contractor shall have an audit performed in accordance with generally accepted auditing standards at the Contractor's expense.
- 3.5.3 The Contractor agrees that funds provided by the Department shall not be used in any manner to replace or supplant funds of the Contractor provided by any other source for any service included in this contract.
- 3.5.4 The Contractor shall reference the Department on all publicity releases mentioning contract activities and on all publications, including audiovisual items, produced with contract funds.
- 3.5.5 The Contractor shall maintain an ongoing quality assurance plan and program which ensures that the sexual assault victim services meet established standards and show evidence of continuous quality enhancement as a result of their implementation.
- 3.5.6 Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 3.5.7 The Contractor shall be required to comply with all applicable federal and state laws which apply to this program, including 45 CFR Part 96.

## **4.0 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

### **4.1 Business Associate Provisions:**

- 4.1.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) – The Department is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the Department as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”
- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall

have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:

1. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
  2. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- b. The contractor shall agree the Department must comply with 45 CFR 160 and 45 CFR 164 and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
  - c. The Department and the contractor agree to amend the contract as is necessary for the Department to comply with the requirements of the Privacy Rule and HIPAA requirements.
  - d. For additional information, 45 CFR 160 and 45 CFR 164 can be downloaded from the Internet at the following Internet address:  
<http://www.access.gpo.gov/nara/cfr/page1>.

#### 4.1.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the Department.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

#### 4.1.3 Obligation of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract.
- c. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- d. By no later than ten (10) calendar days of receipt of a written request from the Department or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Missouri Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- e. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than ten (10) calendar days of receipt of a written request from the Department or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department.
- f. In order to meet the requirements under 45 CFR 164.524, the contractor shall, within ten (10) calendar days following a Department request or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- g. At the request of the Department or an Individual, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set that the Department directs or agrees to pursuant to 45 CFR 164.526.

#### 4.1.4 Obligations of the Department:

- a. The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

- c. The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
  - d. The Department shall not request the contractor to use or disclose Protected Health Information in any matter that would not be permissible under the Privacy Rule as the Privacy Rule applies to the Department.
  - e. By no later than ten (10) calendar days after the contractor becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the contractor shall notify the Department's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The contractor shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure.
- 4.1.5 Expiration/Termination/Cancellation – Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall return to the Department or shall destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor.
- a. In the event that contractor determines and the Department agrees that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible.
- 4.1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the contractual breach to the Secretary of the Department of Health and Human Services.

## **5.0 GENERAL CONTRACTUAL REQUIREMENTS:**

- 5.1 The contractor shall retain all books, records, and other documents relevant to the contract for a period of three (3) years after final payment or the completion of an audit. If any litigation, claim, negotiation, audit or other actions involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. The contractor shall allow authorized representatives of the Department of Health and Senior Services, other state of Missouri agencies, and the federal government to inspect these records upon request. The contractor shall comply with the requirements set forth in the Single Audit Act of 1996 (Pl. 104-156) OMB Circular A-133, revised June 24, 1997. A copy of the audit report shall be submitted to the Department. The

contractor further agrees that any audit disallowance pertaining to this contract shall be the sole responsibility of the contractor.

## 5.2 NON-DISCRIMINATION IN EMPLOYMENT:

5.2.1 In connection with the furnishing of supplies and the performance of work under the contract, the contractor and all subcontractors shall agree to the following:

- a. Not to discriminate against recipient of services on the basis of race, color, religion, national origin, sex, handicap/disability, or age.
- b. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped/disability status.
- c. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages of 40 and 70 and where such contractor employs at least 20 persons.
- d. Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the contractor or subcontractor is at least \$10,000 within a fiscal year.
- e. To develop, implement, and maintain an affirmative action program if at least 50 persons in the aggregate are employed. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting, and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disabled and Vietnam-era veteran status, and otherwise qualified handicapped/disability status. Such "affirmative action program" shall include:
  - i. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  - ii. The identification of a person designated to handle affirmative action;
  - iii. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion, and discipline;
  - iv. The exclusion of discrimination from all collective bargaining agreements; and
  - v. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

- 5.2.2 If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the Department until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

### 5.3 MBE/WBE PARTICIPATION

- 5.3.1 Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. Effective July 1, 1999, MBE/WBE certification is a requirement for businesses to be considered an eligible MBE/WBE in meeting participation goals.
- 5.3.2 A listing of certified minority and women vendors with the Division of Purchasing and Material Management is available on the Internet at <http://www.oa.state.mo.us/purch/nmbe/mmbesrch.htm>. For bidders who do not have Internet access, information regarding registered minority and women vendors can be obtained by contacting the Office of Equal Opportunity's Supplier Diversity Program at (800) 592-6019 or (573) 526-1529.
- 5.3.3 In the event the contractor proposes to subcontract for services and/or equipment described herein, the contractor should make a good faith effort to locate and contract with certified MBEs for a minimum of 10% of the total dollar value of the contract and with WBEs for 5% of the total dollar value of the contract.
- 5.3.4 The contractor should indicate the percentage level of MBE/WBE participation proposed to fulfill the requirements of the contract. The contractor should provide documentation of a plan for achieving the proposed level of participation for each MBE/WBE subcontractor proposed. After contract award, the contractor should submit to the Department a report detailing all MBE/WBE subcontracting expenditures.
- 5.4 No part of any federal funds under the contract shall be used to pay the salary or expenses of the contractor, or agency acting for the contractor to engage in any activities designed to influence legislation or appropriations pending before the United States Congress. The contractor certifies that it shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set out. In so doing, the contractor agrees to submit to the Department, when applicable, "Disclosure of Lobbying Activities" reporting forms.
- 5.5 The contractor shall defend, protect, and hold harmless the Department, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.
- 5.6 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Department. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Department, its officers, agents, and employees, harmless from and against all loss, cost (including attorney fees), and damage of any kind related to such matters.



- 5.7 Any change in the contract including the Scope of Work described herein, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Department. Any amendment to the contract shall (1) specify an effective date, (2) contractor's compensation if applicable, (3) describe changes, (4) be entitled as an "Amendment" and (5) signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or other document, including correspondence, act or oral communications by or from any person, shall be used or construed as an amendment to the contract.
- 5.8 Property of Department: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- 5.9 Either party may terminate this contract at any time, with or without cause, upon thirty (30) days written notice. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. In the event of termination, the contractor shall be paid only for work satisfactorily completed and accepted by the Department and for all noncancellable obligations incurred prior to the effective date of termination.
- 5.10 To the extent that the terms of the contract are consistent with 53 FR 8034, administration of the contract shall be in accordance with the Federal Uniform Administrative Requirements (53 FR 8034), or any superseding federal agency regulations whichever is applicable and which are incorporated herein as if fully set out. In the event the terms of the contract and 53 FR 8034 contradict one another, the terms of the contract shall supersede and govern the contractor's performance.
- 5.11 If the contract is federally funded, the contractor shall abide by all provisions of Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions (Exhibit C) which is incorporated herein as if fully set out.
- 5.12 If this contract is federally funded, the contractor shall abide by the provisions of the Pro-Children Act of 1994 (Public Law 103-227) regarding environmental tobacco smoke, which is incorporated herein as if fully set out.
- 5.13 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 5.14 Contract Period: The original contract period shall be as stated in the Invitation for Proposal (IFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two additional one-year periods. Terms, conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods.
- 5.15 The contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance, or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or

federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State, including its agencies, employees, and assigns.

- 5.16 The contractor may subcontract for the provision of services as described in this contract, provided that any subcontract include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010(5)(A)-(L), and provided that the Department approves the subcontracting arrangement prior to finalization. The contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorneys fees) of any kind related to a subcontract in those matters described herein.
- 5.16.1 The contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the contractor; and the contractor shall assure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 5.17 The contractor shall be responsible for assuring that all personnel including those of any subcontractor(s), are appropriately licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 5.18 Insurance: The contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred as arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Department, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 5.19 Substitution of Personnel: The contractor agrees and understands that the Department's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the Department. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the Department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Department agrees that an approval of a substitution will not be unreasonably withheld.
- 5.19.1 The contractor shall notify the Department's Unit of Family Health, in writing of any changes to the contractor's location and/or contact person.
- 5.20 The contract shall be governed by and construed in accordance with the laws of the State of Missouri. The contractor shall comply with all applicable federal and state laws, as amended, including but not limited to those laws authorizing or governing the use of the federal funds paid to the contractor through this contract.

## 6.0 PROPOSAL SUBMISSION INFORMATION

- 6.1 Proposals must be received in a sealed envelope on or before the published time and date to the address listed below. Faxed copies will not be accepted.

- 6.1.1 For submitting proposals through regular mail:

Missouri Department of Health and Senior Services  
Bureau of Contracts and Procurement  
P O Box 570  
Jefferson City, MO 65102-0570

- 6.1.2 For submitting proposals through courier services or overnight delivery services:

Missouri Department of Health and Senior Services  
Bureau of Contracts and Procurement  
930 Wildwood  
Jefferson City, MO 65109

- 6.1.3 Mailing proposals to the Department's P. O. Box 570 does not guarantee receipt of the proposal document(s) by the Bureau of Contracts and Procurement, 920 Wildwood, before the published closing date and time.

- 6.2 IFP #0501, Sexual Assault Victim Services contract, can be viewed at the Department's Internet site at <http://www.dhss.mo.gov/PublicNotices/>.

- 6.3 All proposals shall be received at the Department's Bureau of Contracts and Procurement on or before the date and time listed on the cover page of the proposal document. PROPOSALS RECEIVED AT THE DEPARTMENT'S BUREAU OF CONTRACTS AND PROCUREMENT AFTER THE PUBLISHED DATE AND TIME WILL NOT BE CONSIDERED OR EVALUATED. Faxed copies will not be accepted.**

- 6.3.1 The Department is not responsible for proposals which are lost in the mail or otherwise not received in the Department's Bureau of Contracts and Procurement by the published date and time.

- 6.3.2 All materials received become the property of the Department and will not be returned.

- 6.3.3 The sealed envelope shall clearly identify "**IFP #0501**" in the lower left corner of the outermost envelope or wrapper. Example:

<b>Offeror's address</b>
Department of Health and Senior Services Division of Administration Bureau of Contracts and Procurement 930 Wildwood Jefferson City, MO 65109
IFP # 0501

- 6.4 Offerors submitting proposals are cautioned not to contact any employee of the Department except the Buyer of Record listed on the cover page of this document, regarding this invitation for proposal. Questions may be directed to the following address:

Missouri Department of Health and Senior Services  
Division of Administration – Bureau of Contracts and Procurement  
P.O. Box 570  
Jefferson City, MO 65102-0570  
Telephone No.: (573) 526-3222  
Email: [grahas@dhss.mo.gov](mailto:grahas@dhss.mo.gov)

- 6.5 The Offeror is advised the only official position of the Department is that position which is stated in writing and issued by the Department as an Invitation for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement on behalf of the Department.

- 6.6 Offerors submitting proposals must include the following:

- 6.6.1 Proposals should be typed. **Do not** staple.
- 6.6.2 Original proposal must be submitted along with **two** photocopies of the proposal.
- 6.6.3 Cover Page. This form must include an original signature (preferably signed in blue ink), no stamped signatures. The signature must be that of an individual legally authorized to sign contracts for the agency.
- 6.6.4. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- 6.6.5 The proposal should not exceed 10 - 12 pages, excluding the Pricing Page and exhibits.
- 6.6.6 A separate Pricing Page shall be completed for each region the Offeror is requesting to contract.
- 6.6.7 The Offeror should enclose geographic information pertaining to location of service provision. If the Offeror is attempting to contract in the metropolitan areas of the Kansas City and/or St. Louis Regions, a listing of the zip codes to be served by funds provided by this contract award shall be included.
- 6.6.8 The Offeror shall include a calculation formula or statement, which indicates how the number of units and the price per unit is determined.
- 6.6.9 To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
  - a. The signed page one from the original IFP and all signed amendments should be placed at the beginning of the proposal, **followed by the Pricing Page**.
  - b. Each distinctive section should be titled with each individual evaluation category and all material related to the category should be included therein.

- i. As stated in Section 3.1.1, if the Offeror is attempting to contract in multiple regions, the Offeror shall provide information to support that it has established community-networking interaction in each region bid.
    - A) The Offeror shall write the method of performance, which shall include: the problem, goals and objectives, methodology, program and service coordination specific for each region bid.
    - B) The proposal shall be written in such a manner as to clearly distinguish each region bid and corresponding method of performance.
  - c. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 6.7 Inappropriate contacts by Offerors are grounds for suspension and/or exclusion from specific procurements.
- 6.8 Debarment Certification: The Offeror shall complete and return the attached certification regarding debarment, etc., Exhibit C with their proposal. This document must be satisfactorily completed and submitted with the proposal.

## **6.9 Evaluation and Award Process:**

- 6.9.1 After determining that a proposal satisfies the mandatory requirements stated in the Invitation for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
- a. Cost ..... 30%
  - b. Experience and Reliability ..... 25%
  - c. Expertise of Personnel ..... 20%
  - d. Method of Performance ..... 25%
- 6.9.2 After an initial screening process, a question and answer conference or interview may be conducted with the Offeror, if deemed necessary by the Department's Bureau of Contracts and Procurement. In addition, the Offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the Offeror's expense. All arrangements and scheduling shall be coordinated by the Department's Bureau of Contracts and Procurement.
- 6.9.3 Separate assessment of evaluations shall be conducted for each region and each service and awards made accordingly.
- a. The Department shall award contracts based upon the following: (1) the proportion of the state's population residing in each region, and (2) the need

within the region in accordance with data and information available to the Department.

- b. The Department reserves the right to award multiple contracts in each region in order to provide statewide coverage and the Department also reserves the right to award contracts to contractors serving less than the entire region.
- c. The Offeror shall agree and understand that the number of units and the geographic regions actually awarded may be less than the maximum number of units and geographic regions proposed.
- d. Additional points will be awarded to Offerors whose primary agency focus is in sexual assault services. See Section 6.2 on the Pricing Page. For purposes of this contract, "primary focus" is defined as a minimum of seventy-five percent (75%) of the agency's resources devoted toward the issue of sexual assault. Offeror shall provide documentation as to how the percentage of primary agency focus for sexual assault was calculated. Additional points will not be awarded if documentation is not provided.

#### **6.10 Evaluation of Cost:**

6.10.1 An objective evaluation of cost shall be based upon the unit price quoted.

#### **6.11 Evaluation of Offeror's Experience and Reliability:**

6.11.1 Experience and reliability of the Offeror's organization are considered objectively in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFP.

6.11.2 The Offeror should submit a brief history summarizing the Offeror's, and any proposed subcontractor's, experience in providing services to victims of sexual assault and any previous experience in providing services for the Department. The Offeror should provide the following information related to such:

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract,
- c. A brief, written description of the specific prior services performed and requirements thereof; and
- d. A report on success, which shall be a self-evaluation of past and present performance experiences. Explain in detail how the self-evaluation was performed, the program(s) implemented, why the program was needed, and in what way the program(s) did or did not succeed in benefiting the community.

6.11.3 The above information may be shown on the form attached as Exhibit A to this IFP or in a similar manner detailing the information.

6.11.4 The Department reserves the right to request and obtain a copy of any license or certification required by state, federal, and/or local law for the Offeror's business to perform the defined services prior to contract award.

6.11.5 The Offeror's experience and reliability shall be evaluated based upon the following:

- a. Demonstration that Offeror has experience and reliability providing sexual assault victim services. Include any prior Department contracting experience. Provide information in regard to the expertise of personnel who have responsibilities with the sexual assault program(s), the number of program(s) given in a year per service, and a summary of overall audience evaluation of program(s).
  - i. Include a list of training, conferences or any further professional development of staff regarding the issue of sexual assault.
- b. Agency experience providing sexual assault victim services within region(s) bid. Indicate agency collaboration with community efforts, community recognition of agency's role in sexual assault prevention, and years of agency experience providing sexual assault prevention services.
  - i. If attempting to contract services in regions outside of the agency's local region, information shall be included to indicate agency is networking within the outside region(s) in providing sexual assault victim information.
- c. Offeror shall provide information on coalition, organization, and/or association memberships, especially those related to sexual assault. Explain agency role in the memberships, including, but not limited to, voting privilege, board representation, committee responsibilities.
- d. If applicable, Offeror shall briefly describe agency's board.
- e. Offeror shall provide information to indicate an established assessment procedure is in place to evaluate Offeror performance and that Offeror utilizes information obtained from the assessment to expand, enhance or improve quality of performance.
- f. Utilization of previous Department sexual assault victim contract award amounts.
- g. The Department will consider historic information and fact, whether gained from the Offeror's bid, references, results of contract monitoring, corrective actions and/or corrective action plans if Offeror is a previous contractor for the Department.
  - i) In the event a bidder is a previous or current sexual assault prevention contractor, this historic information will include prior or current contract performance, including but not limited to, results of contract monitoring, corrective action, and corrective action plans.
- h. Report on success, as indicated in paragraph 5.11.2 d, shall demonstrate Offeror is aware of community sexual assault issues and methods best used to provide support to victims of sexual assault and to provide information to

prevent revictimization. Offeror should submit documentation to support successful programs.

## **6.12 Evaluation of Expertise of Offeror's Personnel:**

- 6.12.1 The qualifications of the personnel proposed by the Offeror to perform the requirements of this IFP, whether from the Offeror's organization or from a proposed subcontractor, will be objectively evaluated. Therefore, the Offeror shall submit detailed information related to the experience and qualifications, including education and training, of personnel proposed to direct and/or manage any one of the sexual assault victim services proposed.
- 6.12.2 If personnel are not yet hired, the Offeror shall provide detailed descriptions of the required employment qualifications, and detailed job descriptions of the position to be filled, including the type of person proposed to be hired. The Offeror should indicate the projected beginning date of employment for proposed personnel.
- 6.12.3 The Offeror may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
- 6.12.4 The Offeror shall submit a copy of all licenses and/or certifications for all proposed personnel which may be required by state, federal, and/or local law, statute or regulation in the course of performance of the Offeror's profession. If not submitted with the proposal, the Department reserves the right to request and obtain a copy of any license or certification required of personnel proposed to perform the defined services prior to contract award.
- 6.12.5 The Offeror shall submit a listing of any training or conference programs personnel have attended relating to the issue of sexual assault. Briefly explain how the training and/or conference was beneficial to attend in regards to the issue of sexual assault.

## **6.13 Evaluation of Method of Performance:**

- 6.13.1 Proposals will be objectively evaluated based on the Offeror's distinctive plan for performing the requirements of the IFP. Therefore, the Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 6.13.2 The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Performance Requirements by providing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.
- 6.13.3 In presenting the method of performance, the Offeror should submit or describe the following:
  - a. The **problem(s)** the Offeror will be attempting to impact with the funds requested. Discuss only the issues that will be impacted by the use of the funds requested. Identify community needs using data from Kids Count and/or the Community Health Assistance Resource Team (CHART). Document, as factually as possible, the definition of the problem. Information concerning Kids Count can be located on the Internet at



<http://oseda.missouri.edu/kidscount/>. Information concerning CHART can be located on the Department's Internet site at [www.health.state.mo.us](http://www.health.state.mo.us) or by contacting the Department's District MCH Nurse Consultants. *(Limit to two pages.)*

- b. The **goals** (expectations) and **objectives** (means to accomplish the goals) for the proposed program. Be sure the goals and objectives are measurable and express the extent to which the Offeror expects to alleviate the problem defined. *(Limit to two pages.)*
  - c. Specific details concerning the **methodology** (organization and administration) of the proposed services. The following items should be addressed in this section, but this section need not be limited to these items.
    - i) Outline the **program** the Offeror plans to implement or continue. Include specifics about the services proposed: how the services will be provided, the types and numbers of participants to receive services, how often the services will be provided, and who will provide the services.
    - ii) Outline the **coordination** of the proposed services with other services provided in the Offeror's community. Explain how the services offered will complement other services already in place in the proposed region. Indicate how services will be provided to underserved population groups.
  - d. Describe the **evaluation procedure** which shall be used to determine the effectiveness of the proposed services and outcomes realized through implementation of this contract, including documentation of project goals, objectives, strategies, desired outcomes, and benchmarks. Include a description of the data to be collected, including the data needed to prepare monthly reports and/or final reports. Describe the process used to determine the effect of services on the participants (i.e., the procedures utilized to attain information concerning participant outcomes).
- 6.13.4 The Offeror shall specify the hours of operation, including any coverage outside of the normal business hours which are 8:00 am - 5:00 pm, Monday through Friday.
- 6.13.5 The Offeror shall describe ongoing quality improvement methods for ensuring that services meet established standards, and provide evidence that changes have been implemented in service delivery as a result of quality improvement strategies.
- 6.13.6 The Offeror shall provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel shall be clearly illustrated.

## 7.0 PRICING PAGE

If proposing service(s) in more than one region, the Offeror should reproduce this page and submit a pricing page for each proposed region.

- 7.1 For each service proposed, the Offeror shall provide a firm, fixed price per unit of service. The prices quoted shall be for sexual assault victim services in accordance with the provision and requirements stated herein. All costs associated with providing the required services shall be included in the stated price(s). The Offeror shall also state the maximum number of units proposed for the Contract Period. Unit costs for the subsequent renewal options exercised will remain at the same level.

<b>Proposed Region:</b> _____	<b>Unit of Service</b>	<b>Maximum No. of Units for a 12 month period</b>	<b>Firm, Fixed Price Per Unit</b>
<b>Individual Counseling</b>	60 minutes	#	\$
<b>Support Group</b>	60 minutes per group	#	\$
<b>Face-to-Face Interaction</b>	60 minutes	#	\$
<b>Advocacy</b>	60 minutes	#	\$

- 7.2 The Offeror may be awarded additional points when the primary agency focus is in sexual assault victim services. Please give a percentage of agency resources devoted to sexual assault. Enclose documentation indicating how percentage was calculated. \_\_\_\_\_
- 7.3 The Offeror should identify the region for which the Offeror is proposing to provide service(s).

Central \_\_\_\_\_ Northeast \_\_\_\_\_ Northwest \_\_\_\_\_ Southeast \_\_\_\_\_  
Southwest \_\_\_\_\_ St. Louis Metro \_\_\_\_\_ Kansas City Metro \_\_\_\_\_

The Offeror should identify the specific county or counties within the above region for which the Offeror is proposing to provide service(s):

- 7.4 **MBE/WBE Certification:** Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in section 37.020, RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the Office of Administration's Internet website and download an application at <http://www.oa.state.mo.us/purch/mmbe/mbewbeapplic.html> or contact the MBE/WBE Purchasing Program at 800-592-6019 or email [heyern@mail.oa.state.mo.us](mailto:heyern@mail.oa.state.mo.us).

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Both

**EXHIBIT A**

**PRIOR EXPERIENCE**

1. **Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

**Description of Prior Services (include dates):**

2. **Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

**Description of Prior Services (include dates):**

3. **Prior Services Performed for:**

Company Name:  
Address:

Contact Name:  
Telephone Number:

**Description of Prior Services (include dates):**

**EXHIBIT B**

**PERSONNEL EXPERTISE SUMMARY**  
**(Also attach resumes for key personnel)**

Personnel	Background and Expertise of Personnel
1. _____ (Name)  _____ (Title)	
2. _____ (Name)  _____ (Title)	
3. _____ (Name)  _____ (Title)	
4. _____ (Name)  _____ (Title)	
5. _____ (Name)  _____ (Title)	
6. _____ (Name)  _____ (Title)	
7. _____ (Name)  _____ (Title)	

**EXHIBIT C**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**EXHIBIT C CONTINUED**

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Federal Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT D**

**Certification of IRS 501 (c)(3) Status**

Title of Contract:	Sexual Assault Victim Services
Agency Name:	

**This form is to be completed by non-profit organizations only.**

**Section 1401 of the Violence Against Women Act 2000 stipulates The Secretary, acting through the National Center for Injury Prevention and Control at the Centers for Disease Control and Prevention, shall award targeted grants to States to be used for rape prevention and education programs conducted by rape crisis centers, State sexual assault coalitions, and other public and private non-profit entities.**

**Non-profit entities are required to have IRS 501 (c)(3) status or evidence that application for IRS 501 (c)(3) status has been made.**

**Signature hereto certifies that your agency currently has an IRS 501 (c)(3) status or has made application for IRS 501 (c)(3) status.**

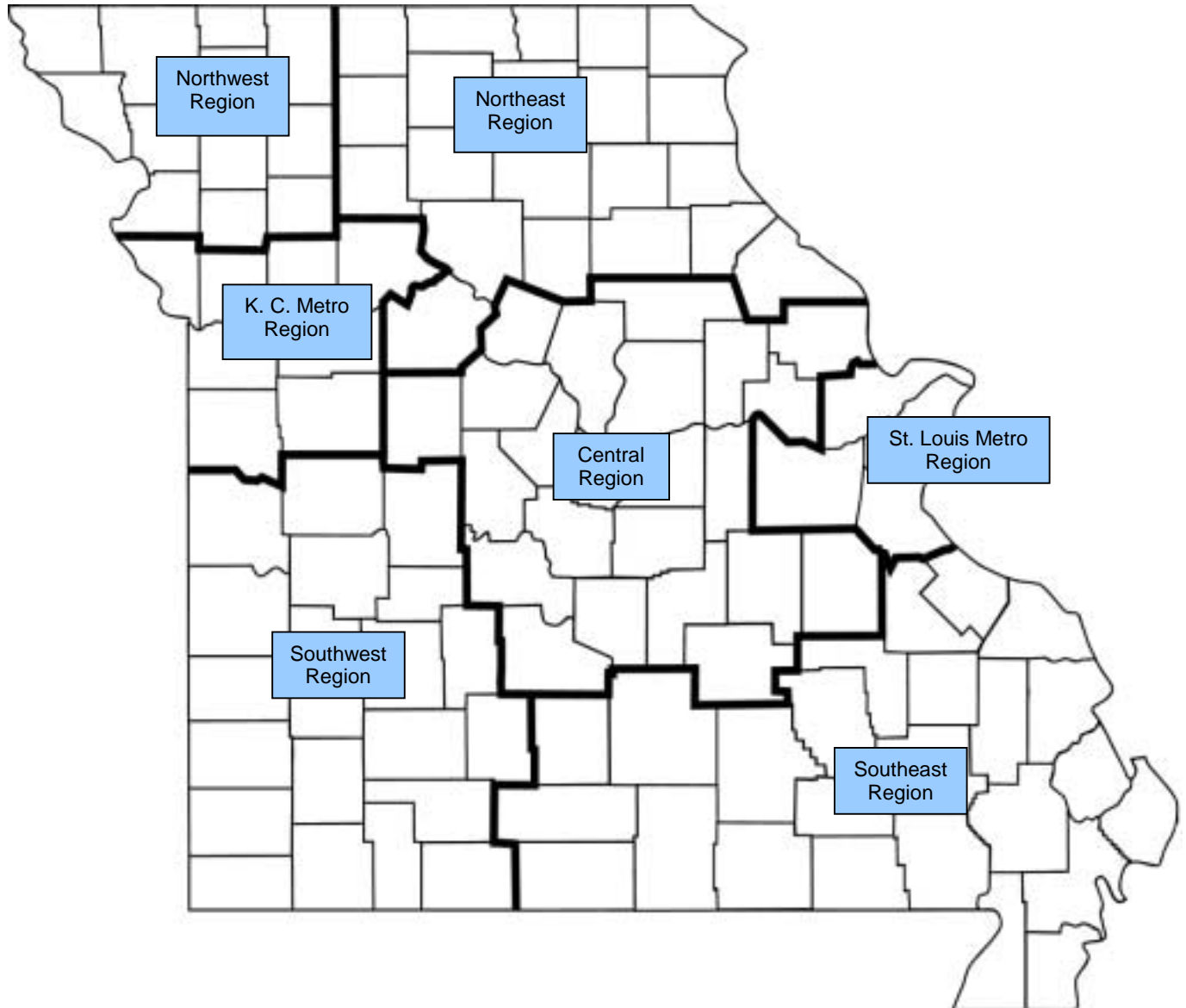
Signature of Authorized Representative:

Title:

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## Missouri State Geographical Regions





## Client Numbers and Demographics Summary Sexual Assault Victim Services

Agency Name: \_\_\_\_\_

Region/Month: \_\_\_\_\_

<u>Number of New Victims</u>			<u>Number of New Significant Others</u>		
	This Month	Year to Date		This Month	Year to Date
1) County			1) County		
Number of Participants			Number of Participants		
2) County			2) County		
Number of Participants			Number of Participants		
3) County			3) County		
Number of Participants			Number of Participants		
<b>Gender:</b>			<b>Gender:</b>		
Male			Male		
Female			Female		
<b>Race:</b>			<b>Race:</b>		
White			White		
Black or African American			Black or African American		
Native Indian or Alaskan Native			Native Indian or Alaskan Native		
Native Hawaiian or other Pacific Islanders			Native Hawaiian or other Pacific Islanders		
Asian			Asian		
Unknown			Unknown		
<b>Ethnicity:</b>			<b>Ethnicity:</b>		
Hispanic			Hispanic		
Non-Hispanic			Non-Hispanic		
<b>Age:</b>			<b>Age:</b>		
Under 12			Under 12		
12 – 34			12 – 34		
Over 34			Over 34		
<b>Persons with Disabilities</b>			<b>Persons with Disabilities</b>		
<b>Adult Sexual Violence</b>			<b>Adult Sexual Violence</b>		
<b>Adult Survivors of Childhood Sexual Abuse</b>			<b>Adult Survivors of Childhood Sexual Abuse</b>		
<b>Child Sexual Violence</b>			<b>Child Sexual Violence</b>		
<b>Sexual Harassment</b>			<b>Sexual Harassment</b>		

**Sexual Assault Victim Services  
 High/Low Unit Scale  
 FY 2001**

	Central		KC Metro		Northeast		Northwest		St. L Metro		Southeast		Southwest	
	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low	High	Low
Individual Counseling	\$80.00	\$28.19	\$75.00	\$61.60	\$80.00	\$45.00	\$60.00	N/A	\$80.00	\$40.00	\$60.00	\$40.00	\$60.00	\$25.66
Support Groups	\$80.00	\$45.00	\$60.00	N/A	\$80.00	\$45.00	\$58.00	N/A	\$80.00	\$50.00	\$50.00	\$50.00	\$50.00	\$25.66
Face to Face	\$80.00	\$15.00	\$40.00	\$32.00	\$80.00	\$25.00	\$38.00	N/A	\$80.00	\$24.10	\$50.00	\$27.22	\$32.00	\$27.22
Advocacy	\$80.00	\$15.00	\$57.50	\$45.00	\$80.00	\$25.00	\$20.00	N/A	\$80.00	\$15.80	\$50.00	\$15.80	\$57.50	\$25.00

**Funding Available Per Region  
 For FY 05 Sexual Assault Victim Services**

Region	Available Funding
Central	\$15,633
Kansas City Metro	\$24,915
Northeast	\$5,613
Northwest	\$4,397
St. Louis Metro	\$42,888
Southeast	\$12,390
Southwest	\$17,480
<b>Total:</b>	<b>\$123,316</b>

## 2003 FEDERAL POVERTY GUIDELINES

### ANNUAL INCOME

FAMILY													
SIZE		<u>0 TO 100%</u>	<u>101% TO 125%</u>		<u>126% TO 150%</u>		<u>151% TO 200%</u>		<u>201% TO 225%</u>		<u>226% TO 300%</u>		<u>301% +</u>
1	0	8,980	8,981	11,225	11,226	13,470	13,471	17,960	17,961	20,205	20,206	26,940	26,941
2	0	12,120	12,121	15,150	15,151	18,180	18,181	24,240	24,241	27,270	27,271	36,360	36,361
3	0	15,260	15,261	19,075	19,076	22,890	22,891	30,520	30,521	34,335	34,336	45,780	45,781
4	0	18,400	18,401	23,000	23,001	27,600	27,601	36,800	36,801	41,400	41,401	55,200	55,201
5	0	21,540	21,541	26,925	26,926	32,310	32,311	43,080	43,081	48,465	48,466	64,620	64,621
6	0	24,680	24,681	30,850	30,851	37,020	37,021	49,360	49,361	55,530	55,531	74,040	74,041
7	0	27,820	27,821	34,775	34,776	41,730	41,731	55,640	55,641	62,595	62,596	83,460	83,461
8	0	30,960	30,961	38,700	38,701	46,440	46,441	61,920	61,921	69,660	69,661	92,880	92,881

### MONTHLY INCOME

FAMILY													
SIZE		<u>0 TO 100%</u>	<u>101% TO 125%</u>		<u>126% TO 150%</u>		<u>151% TO 200%</u>		<u>201% TO 225%</u>		<u>226% TO 300%</u>		<u>301% +</u>
1	0	748	749	935	936	1,123	1,124	1,497	1,498	1,684	1,685	2,245	2,246
2	0	1,010	1,011	1,263	1,264	1,515	1,516	2,020	2,021	2,273	2,274	3,030	3,031
3	0	1,272	1,273	1,590	1,591	1,908	1,909	2,543	2,544	2,861	2,862	3,815	3,816
4	0	1,533	1,534	1,917	1,918	2,300	2,301	3,067	3,068	3,450	3,451	4,600	4,601
5	0	1,795	1,796	2,244	2,245	2,693	2,694	3,590	3,591	4,039	4,040	5,385	5,386
6	0	2,057	2,058	2,571	2,572	3,085	3,086	4,113	4,114	4,628	4,629	6,170	6,171
7	0	2,318	2,319	2,898	2,899	3,478	3,479	4,637	4,638	5,216	5,217	6,955	6,956
8	0	2,580	2,581	3,225	3,226	3,870	3,871	5,160	5,161	5,805	5,806	7,740	7,741

### WEEKLY INCOME

FAMILY													
SIZE		<u>0 TO 100%</u>	<u>101% TO 125%</u>		<u>126% TO 150%</u>		<u>151% TO 200%</u>		<u>201% TO 225%</u>		<u>226% TO 300%</u>		<u>301% +</u>
1	0	173	174	216	217	259	260	345	346	389	390	518	519
2	0	233	234	291	292	350	351	466	467	524	525	699	700
3	0	293	294	367	368	440	441	587	588	660	661	880	881
4	0	354	355	442	443	531	532	708	709	796	797	1,062	1,063
5	0	414	415	518	519	621	622	828	829	932	933	1,243	1,244
6	0	475	476	593	594	712	713	949	950	1,068	1,069	1,424	1,425
7	0	535	536	669	670	803	804	1,070	1,071	1,204	1,205	1,605	1,606
8	0	595	596	744	745	893	894	1,191	1,192	1,340	1,341	1,786	1,787